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8 Attorneys for
9 Teichert Pipelines, Inc. and A. Teichert & Sons, Inc.
10 d/b/a Teichert Aggregates

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:
PG&E CORPORATION
and
PACIFIC GAS AND ELECTRIC COMPANY,
Debtors.

Case Nos.:
19-30088 (DM) – Lead Case
19-30089 (DM)
Chapter 11 Case

**NOTICE OF CONTINUED
PERFECTION OF MECHANICS
LIEN PURSUANT TO 11 U.S.C. §
546(b)(2)**

Affects PG&E Corporation
 Affects Pacific Gas and Electric Company
 Affect both Debtors

TEICHERT PIPELINES, Inc. ("TEICHERT"), by and through its undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under 11 U.S.C. § 546(b)(2), as follows:

1. TEICHERT is a corporation that has provided and delivered labor, services, equipment, and/or materials for a work of improvement located in the County of Solano, State of California (the "Property") and owned by PG&E Corporation and/or Pacific Gas

1 and Electric Company (collectively, the "Debtors").

2 2. Through April 17, 2019, the amount owing to TEICHERT is at least
3 \$190,657.63, exclusive of accruing interest and other charges, with additional amounts owed
4 and accrued after April 17, 2019.

5 3. Teichert properly perfected its mechanics lien under California Civil Code §§
6 8400, *et seq.* by timely recording its Mechanics Lien (Claim of Lien) in the Official Records
7 of Solano County, State of California, as more fully described in its Mechanics Lien, a true
8 copy of which is attached hereto as Exhibit A, on or about April 19, 2019.

9 4. Pursuant to California Civil Code § 8460, an action to enforce a lien must be
10 commenced within 90 days after recordation of the claim of lien. However, due to the
11 automatic stay set forth in 11 U.S.C. § 362, TEICHERT is precluded from filing a state court
12 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that when applicable law
13 requires seizure of property or commencement of an action to perfect, maintain, or continue
14 the perfection of an interest in property, and the property has not been seized or an action has
15 not been commenced before the bankruptcy petition date, then the claimant shall instead give
16 notice within the time fixed by law for seizing the property or commencing an action. (See
17 11 U.S.C. § 546(b)(2); see also *In re Baldwin Builders (Village Nurseries v. Gould)*, 232 B.R.
18 406, 410-411 (9th Cir. 1999); *Village Nurseries v. Greenbaum*, 101 Cal.App.4th 26, 41 (Cal.
19 Ct. App. 2002).)

20 5. Accordingly, TEICHERT hereby provides notice of its rights as a perfected
21 lienholder in the Property pursuant to California's mechanics lien law. TEICHERT is filing
22 and serving this notice to preserve, perfect, maintain, and continue the perfection of its lien
23 and its rights in the Property to comply with the requirements of California state law, 11
24 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice
25 constitutes the legal equivalent of having commenced an action to foreclose the lien in the
26 proper court. By this notice, the Debtors and other parties in interest are estopped from
27 claiming that the lawsuit to enforce TEICHERT's mechanics lien was not timely commenced
28 pursuant to applicable state law. TEICHERT intends to enforce its lien rights to the fullest

1 extent permitted by applicable law. The interests perfected, maintained, or continued by
2 11 U.S.C. § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of
3 the Property.

4 6. The filing of this notice shall not be construed as an admission that such filing
5 is required under the Bankruptcy Code, the California mechanics lien law, or any other
6 applicable law. In addition, TEICHERT does not make any admission of fact or law, and
7 TEICHERT asserts that its lien is senior to and effective against entities that may have
8 acquired rights or interests in the Property previously.

9 7. The filing of this notice shall not be deemed to be a waiver of TEICHERT's
10 right to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of
11 any other rights or defenses.

12 8. TEICHERT reserves all rights, including the right to amend or supplement
13 this notice.

14 15 DATED: April 26, 2019

DOWNEY BRAND LLP

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17 By: _____ /s/ Jamie P. Dreher
18 JAMIE P. DREHER
19 Attorney for
20 TEICHERT PIPELINES, INC. AND
21 A. TEICHERT & SONS, INC. D/B/A TEICHERT
22 AGGREGATES
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EXHIBIT A

RECORDING REQUESTED BY
REQUESTED BY SCOTT MCELHERN
WHEN RECORDED MAIL TO

Recorded in Official Records,
Solano County
Doc#: 201900022981
4/19/2019 1:04:41 PM

NAME DOWNEY BRAND LLP
MAILING Scott McElhern
ADDRESS 621 Capitol Mall, 18th Floor
Sacramento, CA 95814
PHONE NUMBER (916) 444-1000

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**CLAIM OF MECHANICS LIEN
(Cal. Civ. Code § 8416)**

1. Teichert Pipelines, Inc. ("Claimant") claims a mechanics lien for the labor, services, equipment and/or materials described in paragraph 2, furnished for a Pacific Gas & Electric Company work of improvement located in the County of Solano, State of California, and more particularly described as follows:

Gas distribution main lines and service lines for the locations listed on the attached Exhibit A.

2. After deducting all just credits and offsets, the sum of \$190,657.63, plus interest accrued and accruing thereon at the maximum legal rate, is due Claimant for the following generally described labor, materials, services, and/or equipment: repairing or replacing existing gas distribution main and service facilities throughout PG&E's service territory, including prospecting, trenching, shoring, excavating, and off hauling of excess material; hauling import material, backfilling, compacting, compaction testing; hauling and handling of gas pipe, fittings, and appurtenances; placing, aligning, joining, and testing of all gas pipe, fittings, and appurtenances; performing tie-ins and cut-offs to existing PG&E gas facilities; installing and testing cathodic protection facilities.

3. Claimant furnished the work and materials at the request of and under contract with Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

4. The name and address of the owner or reputed owner of the improvements is Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

5. Claimant's address is: 3500 American River Drive, Sacramento, CA 95864.

DATED: 4/17/19 TEICHERT PIPELINES, INC.

By: Jennifer Jones-Dickens
Jennifer Jones-Dickens, Credit Analyst

VERIFICATION

I, Jennifer Jones-Dickens, am the Credit Analyst of Teichert Pipelines, Inc., and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 4/17/19

TEICHERT PIPELINES, INC.

By: Jennifer Jones Dickens
Jennifer Jones-Dickens, Credit Analyst

EXHIBIT A

Street Location	County
101 Royal Ct. Vallejo, CA	Solano
1028 Sheridan St. Vallejo, CA	Solano
105 Justin Ct. Vallejo, CA	Solano
108 Hilltop Dr. Vallejo, CA	Solano
109 Revere St. Vallejo, CA	Solano
111 Mesa Verde St. Vallejo, CA	Solano
112 Deborah St. Vallejo, CA	Solano
114 Harvard Ave. Vallejo, CA	Solano
115 Cortland Cir. Vallejo, CA	Solano
115 San Ramon Ave. Vallejo, CA	Solano
116 Cortland Cir. Vallejo, CA	Solano
116 Hilltop Dr. Vallejo, CA	Solano
117 Sperry Ave. Vallejo, CA	Solano
118 Deborah St. Vallejo, CA	Solano
120 Douglas Ct. Vallejo, CA	Solano
120 Harvard Ave. Vallejo, CA	Solano
121 Pumice Dr. Vallejo, CA	Solano
1215 Locust Dr. Vallejo, CA	Solano
122 Mar Monte Ct. Vallejo, CA	Solano
123 Olympic Dr. Vallejo, CA	Solano
1231 Severus Dr. Vallejo, CA	Solano
1233 Sereno Dr. Vallejo, CA	Solano
124 Deborah St. Vallejo, CA	Solano
125 Stephanie Ct. Vallejo, CA	Solano
127 Cortland Cir. Vallejo, CA	Solano
130 Lytham Way Vallejo, CA	Solano
1316 Donner Pass Rd. Vallejo, CA	Solano
133 San Ramon Ave. Vallejo, CA	Solano
133 Webster St. Vallejo, CA	Solano
134 Hastings Ave. Vallejo, CA	Solano
134 O'Brien Cir. Vallejo, CA	Solano
140 California St. Vallejo, CA	Solano
140 Hannigan Way Vallejo, CA	Solano
140 Hastings Ave. Vallejo, CA	Solano
140 Sawyer St. Vallejo, CA	Solano
141 Harvard Ave. Vallejo, CA	Solano
147 Harvard Ave. Vallejo, CA	Solano
151 Janice St. Vallejo, CA	Solano
152 Wendy St. Vallejo, CA	Solano

1522 Valle Vista Ave. Vallejo, CA	Solano
155 California St. Vallejo, CA	Solano
156 Lain Dr. Vallejo, CA	Solano
160 Janice St. Vallejo, CA	Solano
165 Oddstad Dr. Apt 24. Vallejo, CA	Solano
1650 Lewis Brown Dr. Vallejo, CA	Solano
170 Mitchell Ct. Vallejo, CA	Solano
173 Guava Ct. Vallejo, CA	Solano
174 Lain Dr. Vallejo, CA	Solano
1745 Sereno Dr. Vallejo, CA	Solano
175 Opal Dr. Vallejo, CA	Solano
18 Howard Ave. Vallejo, CA	Solano
18 Sereno Pl. Vallejo, CA	Solano
180 Shetland Ct. Vallejo, CA	Solano
1801 Solano Ave. Vallejo, CA	Solano
181 Copper Way Vallejo, CA	Solano
184 Stageline Dr. Vallejo, CA	Solano
1905 Broadway St. Apt A. Vallejo, CA	Solano
1918 Severus Dr. Vallejo, CA	Solano
1919 Florida St. Vallejo, CA	Solano
1930 Sereno Dr. Vallejo, CA	Solano
1942 Sereno Dr. Vallejo, CA	Solano
1971 Broadway St. Vallejo, CA	Solano
201 Skyline Dr. Vallejo, CA	Solano
2017 Severus Dr. Vallejo, CA	Solano
207 Holly St. Vallejo, CA	Solano
211 Nugent Dr. Vallejo, CA	Solano
220 Sage St. Vallejo, CA	Solano
221 Pamela Ct. Vallejo, CA	Solano
231 Inverness Dr. Vallejo, CA	Solano
237 Mcgrue Ave. Vallejo, CA	Solano
241 Howard Ave. Vallejo, CA	Solano
242 Mcgrue Ave. Vallejo, CA	Solano
243 Cortland Cir. Vallejo, CA	Solano
246 Fairmont Ave. Vallejo, CA	Solano
25 Carolina Dr. Benicia, CA	Solano
294 Military E. Benicia, CA	Solano
305 Benicia Rd. Vallejo, CA	Solano
314 Kathy Ellen Dr. Vallejo, CA	Solano
338 El Camino Real. Vallejo, CA	Solano
3403 Edgewater Pl. Vallejo, CA	Solano
344 Washington St. Vallejo, CA	Solano
348 Linfield Dr. Vallejo, CA	Solano

351 Skyline Dr. Vallejo, CA	Solano
363 El Camino Real. Vallejo, CA	Solano
385 San Marino Ave. Vallejo, CA	Solano
412 Taper Ave. Vallejo, CA	Solano
4245 Andover Dr. Vallejo, CA	Solano
4252 Irene Dr. Vallejo, CA	Solano
44 D St. Vallejo, CA	Solano
448 Corcoran Ave. Apt 1. Vallejo, CA	Solano
448 Evelyn Cir. Vallejo, CA	Solano
463 Buckskin Pl. Vallejo, CA	Solano
466 Holly St. Vallejo, CA	Solano
47 Los Cerritos Dr. Vallejo, CA	Solano
506 Holly St. Vallejo, CA	Solano
508 Temple Way Vallejo, CA	Solano
52 Los Cerritos Dr. Vallejo, CA	Solano
580 Inverness Dr. Vallejo, CA	Solano
621 La Cadena St. Vallejo, CA	Solano
625 Sheldon Ave. Vallejo, CA	Solano
6468 Eagle Ridge Dr. Vallejo, CA	Solano
700 Benicia Rd. Vallejo, CA	Solano
700 Taper Ave. Vallejo, CA	Solano
756 6th St. Vallejo, CA	Solano
784 Admiral Callaghan Ln. Vallejo, CA	Solano
818 Gateway Dr. Vallejo, CA	Solano
835 Benicia Rd. Vallejo, CA	Solano
8444 Bennington Ct. Vallejo, CA	Solano
8456 Bennington Ct. Vallejo, CA	Solano
88 Emerald Cir. Vallejo, CA	Solano
988 Marigold Dr. Vallejo, CA	Solano
47 Los Cerritos Dr. Vallejo, CA	Solano

NOTICE OF MECHANICS LIEN CLAIM

ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.clb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I, Mary Dowd declare:

On April 19, 2019, at Sacramento, California, I served the enclosed:

CLAIM OF MECHANIC'S LIEN

by enclosing true and correct copies thereof in sealed envelopes, with postage thereon fully prepaid, using one of the following described mailing methods:

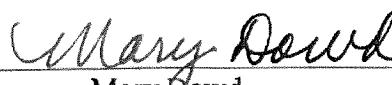
- Registered Mail, Return Receipt Requested;
- Certified Mail, Return Receipt Requested;
- Express Mail; or
- Overnight delivery by an express service carrier.

The envelope was addressed as follows:

Pacific Gas & Electric Company
77 Beale Street, 32nd Floor
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on April 19, 2019, at Sacramento, California.



Mary Dowd